

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In Re: Chapter 11

DeWitt Rehabilitation and Nursing Center, Inc., Case No. 11-10253-ALG

Debtor.

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**STIPULATED ORDER EXTENDING AND AMENDING THE INTERIM ORDER
AUTHORIZING THE DEBTOR-IN-POSSESSION TO UTILIZE CASH
COLLATERAL OF METROPOLITAN NATIONAL BANK AND ISRAEL
DISCOUNT BANK OF NEW YORK AS SET FORTH IN THIS APPLICATION
PURSUANT TO 11 U.S.C. §§ 105, 361 AND 363**

This matter came before the Court upon the application (the “Application”) of DeWitt Rehabilitation and Nursing Center, Inc. (the “Debtor”), by its attorneys, Weinberg, Gross & Pergament LLP, seeking, among other things, an Order authorizing the Debtor to utilize cash collateral (the “Cash Collateral”) pursuant to Sections 105, 361 and 363 of Title 11 of the United States Code (“the Bankruptcy Code”), and

Upon the terms and conditions set forth in the Interim Order Authorizing the Debtor-In-Possession to Utilize Cash Collateral of Metropolitan National Bank and Israel Discount Bank of New York as set forth in this Application Pursuant to 11 U.S.C. §§ 105, 361 and 363 (the “Initial Interim Order”)[Dkt. No. 18], as modified and extended by the stipulated orders entered on February 22, 2011 [Dkt. No. 35] and March 1, 2011 [Dkt. No. 43] (collectively, together with the Initial Interim Order, the “Interim Order”), and pending a final hearing to be held before this Court on March 29, 2011 at 10:00 a.m.

for a Final Cash Collateral Order (the “Final Order”), the Debtor was authorized to use Cash Collateral subject to the terms and conditions set forth in the Interim Order, and

The Debtor has requested entry of this Stipulated Order (the “Extension Order”) extending and modifying the Interim Order.

IT IS HEREBY STIPULATED, ORDERED, ADJUDGED AND DECREED,
that:

1. Except to the extent specifically modified pursuant to this Extension Order, all of the terms, conditions and provisions of the Interim Order shall remain in full force and effect.¹

2. Section 1 of the Initial Interim Order is hereby amended by deleting the reference to “March 9, 2011” and substituting “March 31, 2011” therefor.

3. Section 25 of the Initial Interim Order is hereby amended by deleting the reference to “February 21, 2011” and substituting “March 11, 2011” therefor, and by deleting the reference to “March 8, 2011” and substituting “March 25, 2011” therefor.

4. Section 26 of the Initial Interim Order is hereby amended by deleting the reference to “March 5, 2011” and substituting “March 18, 2011” therefor.

5. Section 27 of the Initial Interim Order is hereby amended by deleting the reference to “March 5, 2011” and substituting “March 14, 2011” therefor.

6. On March 22, 2011 the Debtor shall pay to Lenders fifty (50%) percent of the remaining balance of the monthly interest due under the Promissory Note and monthly payment due in respect of the Escrow Fund (as defined in the Pre-Petition Financing Agreements) for the month of January 2011.

¹ All capitalized terms used in this Extension Order that are not otherwise defined herein shall have the respective meanings ascribed to such terms in the Initial Interim Order.

Dated: New York, New York
March 7, 2011

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SO ORDERED: March 8, 2011

/s/ Allan L. Gropper
United States Bankruptcy Court